

AGREEMENT

BY AND BETWEEN

THE

HUDSON COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

NEW JERSEY STATE POLICEMEN'S BENEVOLENT

ASSOCIATION, LOCAL NO. 51, SUPERIOR OFFICERS

1974-1975

PREAMBLE

It is the intention of both the Hudson County Board of Chosen Freeholders, hereinafter referred to as the "Board", and the New Jersey State Policemen's Benevolent Association, Local No. 51, hereinafter referred to as the " Association ", that this Agreement effectuate the policies of Chapter 303, of the Laws of 1968, N. J. S. A 34:13A-1 et seq., hereinafter referred to as Chapter 303, and be construed in harmony with the rules and regulations of the New Jersey Civil Service Commission.

WHEREAS, the Association has presented proof that it represents a majority of public employees in an appropriate negotiating unit as provided by N. J. S. A. 34:13A-5.3;

WHEREAS, the Board and the Association have conducted negotiations in good faith with respect to grievances, and terms and conditions of employment;

PREAMBLE

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This Agreement is entered into this *24th* day of *October*

1974, by and between the Hudson County Board of Chosen Freeholders

and the New Jersey State Policemen's Benevolent Association Local

No. 51.

IT IS AGREED AS FOLLOWS:

ARTICLE I

RECOGNITION

1.1 BE IT RESOLVED, by the Hudson County Board of Chosen Freeholders, pursuant to the provisions of Chapter 303 of 1963, Public Laws of the State of New Jersey, known as the New Jersey Employer-Employee Relations Act, the Board hereby agrees to continue to recognize the New Jersey State Policemen's Benevolent Association, Local N. 51, as the exclusive majority representative for collective negotiations concerning the terms and conditions of employment for all Lieutenants, Captains, Inspectors, Deupty Chiefs but excluding Patrolmen, Detectives, Photographers and all others.

1.2 References made to male officers shall include female officers.

ARTICLE II

VACATIONS AND HOLIDAYS

2.1 The Board agrees, for the duration of this Agreement, to continue its practices with respect to paid vacations. The members of the bargaining unit covered by this Agreement shall be entitled to twenty-one (21) working days of paid vacation. The scheduling of these days shall be in accordance with current practices in the Department. Furthermore, the calculation of the number of days shall be in accordance with the current practices of the Department.

2.2. Effective for the year 1974, the Board agrees to pay the members of the bargaining unit twelve (12) days pay as payment for holidays. Members of the bargaining unit who were not employees of the Board for the full year shall receive a pro rata payment. The payment required by this provision shall be made in the first payroll in December.

ARTICLE III

3.1 "Effective January 1, 1974 all superior officers covered by this Agreement shall receive an increase in their annual salary of \$750.00 per annum".

3.2 Effective January 1, 1975 all superior officers covered by this Agreement shall receive an increase in their annual salary of \$800.00 per annum.

3.3 Payment of these annual salaries shall be in accordance with the current practices as existing on the date of the signing of this Agreement. Provided further, that only superior officers who are in the employ of the Board on the date of the signing of this Agreement shall be entitled to any and/or all of the benefits as provided for in this Agreement.

ARTICLE IV

MANAGEMENT RIGHTS

4.1 The Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations:

A. to direct the employees of the Board;

B. to hire, promote, transfer, assign, and retain employees in positions, and to suspend, demote, discharge, or take other disciplinary action against employee;

C. to relieve employees from duties because of lack of work, or for other legitimate reasons;

D. to maintain the efficiency of the department operations entrusted to them;

E. to determine the methods, means, and personnel by which such operations are to be conducted; and

ARTICLE IV
MANAGEMENT RIGHTS

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F. to take whatever actions might be necessary to carry out
the mission of the Board.

ARTICLE V

DUES CHECK - OFF

5.1 The Board agrees, in accordance with State Statutes and Administrative Regulations, to deduct Association dues and to remit such monies upon collection to the Treasurer of the Association.

ARTICLE VI

OVER - TIME

6.1 The Board agrees for the duration of this Agreement to continue its practices with respect to over-time compensation at the rate of time-and-one-half ($1\frac{1}{2}$) within one (1) month.

ARTICLE VII

COURT APPEARANCES

7.1 Any member of the Association shall receive \$15.00 for each appearance in a municipal court of the State and \$25.00 for each appearance in any County or State court, Grand Jury or Motor Vehicle of the State subject to the following provisions;

A. that such appearance shall be directly related to or resulting from the duties of a member of this Association;

B. that such appearances are legitimate in that they are made in accordance with a proper function of the duties and responsibilities of a member of the Association;

C. that such appearances shall be required;

D. that the maximum amount of money to be expended by the Board on such appearances is \$5,000.00 each year of this Agreement, and when such an amount is expended with any calendar year of this Agreement then such payments shall cease; and

ARTICLE VII
COURT APPEARANCES

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E. that if such funds are expended, the members of the Association shall still be required to make court appearances just as if such funds are still available.

F. This Article shall be effective January 1, 1974.

ARTICLE VIII

SICK LEAVE

8.1 For the duration of this Agreement the Board agrees to
continue its current practices with respect to sick leave compensation.

ARTICLE IX

INSURANCE, HEALTH, AND WELFARE

9.1 For the duration of this Agreement the Board agrees to continue its practices with respect to insurance benefits.

ARTICLE X

FUNERAL LEAVE AND MILITARY LEAVE

10.1 For the duration of this Agreement the Board agrees to
continue its existing practices with respect to funeral leave and military
leave.

ARTICLE XI

DISCIPLINE

11.1 Disciplinary action may be imposed upon an employee for just
cause.

ARTICLE XII

GRIEVANCE AND ARBITRATION PROCEDURE

12.1 A "grievance" shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to the alleged violation of, interpretation or application of any of the provisions of this Agreement.

12.2 A grievance to be considered under this procedure must be initiated by the employee within thirty (30) working days from the time the employee knew or should have known of its occurrence.

12.3 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits, after receiving written answer, shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

12.4 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance has been fully determined.

STEP ONE:

The grievance shall be discussed with the employee involved and the Association Representative with the immediate supervisor designated by the Board. The answer shall be in writing and made within three (3) days by such immediate supervisor, to the Association.

STEP TWO:

If the grievance is not settled through Step One the same shall within five (5) working days be reduced to writing by the Association and submitted to the department head, or any person designated by him, and the answer to such grievance shall be in writing, with a copy to the

ARTICLE XII
GRIEVANCE AND ARBITRATION PROCEDURES

Page 3

Association within five (5) days of submission.

STEP THREE:

If the grievance is not settled at Step Two then the Association shall have the right within five (5) working days of the receipt of the answer at Step Two to submit such grievance to the Board. A written answer to such grievance shall be served upon the individual and the Grievance Committee with seven (7) calendar days after submission.

STEP FOUR:

If the grievance is not settled through Step Three then the aggrieved shall have the right within ten (10) working days to pursue all legal remedies afforded by the provisions of the Civil Service Act.

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GRIEVANCE AND ARBITRATION PROCEDURE

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If the grievance is not settled at Step Three and the aggrieved does not elect to pursue his grievance under the provisions of the Civil Service Act, then the Association shall have the right within ten (10) working days to submit such grievance to an arbitrator. The arbitrator shall be Joseph F. Wildebush, Wayne, New Jersey. If Mr. Wildebush is unable to hear the case within twenty-one (21) days of submission, the dispute shall be submitted to the American Arbitration Association. The arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on both parties. The arbitrator does not have the right to add to, subtract from or modify this Agreement in any manner. Each party shall bear its own costs of the arbitration but the costs of the arbitration shall be borne by the Board and the Association equally.

The Association President, or his authorized representative may report an impending grievance to the Board in an effort to forestall its

ARTICLE XII
GRIEVANCE AND ARBITRATION PROCEDURE

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occurrence.

12.5 Since adequate grievance procedures are provided in this Agreement, the Association agrees that it will not engage in, encourage, sanction or suggest strikes, slowdowns, mass resignations or mass absenteeism, or other similar action which would involve suspension of work that may disturb or interfere with the orderly operation of the Department.

12.6 Nothing herein shall prevent any employee from procession his own grievance, provided the Grievance Committee may be present as observer at any hearing on the individual's grievance.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.1 Should any provision of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision.

13.2 The representatives of the Board and of the Association may, by mutual consent, adopt written memorandums covering in more specific terms the interpretation or application of this Agreement in order to make it more suited to a specific bargaining unit or for other special circumstances. Such memorandums shall not conflict with this Agreement, the latter being the controlling fact should any dispute arise.

13.3 It is the intention of both the Board and the Association that this Agreement effectuates the policies of Chapter 303 of the Laws of 1968, N.J.S.A. 34:13A-1 et seq., and be construed in harmony with the rules

ARTICLE XIII
MISCELLANEOUS PROVISIONS

Page 2

and regulations of the New Jersey Civil Service Commission.

13.4 In accordance with the provisions of Chapter 303 the parties
hereby agree to enter into collective negotiations for a successor Agreement
not later than September 30, 1975.

ARTICLE XIV

UNIFORM ALLOWANCE

14.1 The parties agree that for the year 1974, the Board shall provide a uniform allowance in the sum of \$300 for the members of the Hudson County Police Department holding the rank of superior officer. This sum shall be expended for the purchase of uniforms.

14.2 The Board shall also provide for the year 1975 that members of the Hudson County Police Department holding the rank of superior officer shall be provided with \$300 which they shall receive in case, and is to be used for uniforms at their discretion.

14.3 Officers who were not on the payroll effective January 1st shall receive a pro rata amount.

14.4 The payment of cash shall be paid in the June payroll.

ARTICLE XV

RECALL

15.1 In the event that members of the Association are recalled to duty in the event of an emergency, those members who respond to such recall shall each be paid a minimum of four (4) hours pay.

ARTICLE XVI

LONGEVITY

A. The County of Hudson recognizing the importance of long-term employees of the County of Hudson sets forth effective July 1, 1974, the following longevity program:

1. For employees with more than five years of service but not more than ten years of service - \$200 per annum;

2. For employees with more than ten years of service but not more than 15 years of service - \$400 per annum;

3. For employees with more than 15 years of service but not more than 20 years of service - \$600 per annum;

4. For employees with more than 20 years of service - \$800 per annum.

Fifty per cent (50%) of the above annual longevity rates shall be implemented on July 1, 1974 in the appropriated employee's annual salary rate (i.e. \$100, \$200, \$300 and \$400 per annum for the appropriate years of service) the full longevity annual rate shall be implemented on July 1, 1975, in the employee's annual salary rate; said rate shall be the basis for longevity payments from July 1, 1975.

ARTICLE XVI
LONGEVITY

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Effective January 1, 1976, the longevity program in full shall be implemented. The longevity program shall be implemented only for full-time employees. Employees working less than a regular full-time schedule shall not be eligible for longevity.

B. The Longevity Program shall survive the expiration of this contract for all employees.

ARTICLE XVII

DURATION OF AGREEMENT

17.1 The provisions of this Agreement shall be effective January 1, 1974 except as herein provided, and shall continue and remain in full force and effect to and including December 31, 1975, when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to such date.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective representatives and appropriately attested.

NEW JERSEY POLICEMEN'S
BENEVOLENT ASSOCIATION,
LOCAL NO. 51 - SUPERIOR OFFICERS

HUDSON COUNTY BOARD OF CHOSEN

Joseph M. Nealon
Walter P. Pankajko

James J. Malley
Joseph L. Lennan

THIS DOES NOT
CIRCULATE00-00
Hudson

1979

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT

SUPERIOR OFFICERS/P.B.A. LOCAL 51, HUDSON COUNTY POLICE

AND THE

COUNTY OF HUDSON

78-79

1. A cash bonus of \$250/officer on a one time basis shall be paid on the signing of the Agreement. Not in annual salary.
2. Effective 7/1/78 a Five Hundred (\$500.) wage adjustment in the annual salary.
3. Effective 7/1/79 an Eight Hundred (\$800.) wage adjustment in the annual salary.
4. Agreement from 1/1/78 to 6/30/80..
5. Effective 1/1/79 the Drug Program changed to \$1.00 co-pay.
6. Effective 7/1/79 County Basic Dental Program (level of Blue Cross/Blue Shield Basic Plan) Officer and Spouse. If Officer is without spouse, coverage Officer and Dependents.
7. Effective 7/1/79 Life Insurance \$5,000.
8. Vacation Plan per attached program.
9. Effective 6/30/78 Retirement Leave to be calculated at the rate of one day's pay for each three days of unused accumulated sick leave; the maximum to any one officer on retirement shall not exceed \$3,000. Recognizing the difficulty of establishing the precise number of unused sick days that the Superior Officers have accumulated which would

be subject to this clause due to the current records, and recognizing further that it is the intention of the parties that this be an effective clause, a joint review of the records shall be made by a representative of each side in an effort to ascertain an average number of days to be utilized in the calculation of this formula times the years of service.

10. For all insurance plans - County retains the right to select carrier or self-insure at its discretion. This clause shall be precisely the same as that which appears in the Collective Bargaining Agreement between the County of Hudson and the International Brotherhood of Teamsters, Local 286 as well as the clause as it exists in AFSCME/Welfare Department in the County of Hudson, both of which clauses establish the fact that there shall be no reduction in benefit level.

11. Paid Holidays: As per the Memorandum of Agreement between the County of Hudson and Teamsters Local 286, there shall be granted an additional paid holiday (Martin Luther King Day).

The above shall be subject to a ratification vote by the respective principals.

SUPERIOR OFFICERS/P.B.A. LOCAL
51, HUDSON COUNTY POLICE

COUNTY OF HUDSON

Joseph M. Martin 12/15/78 *Edward J. Clonk*
Waldo J. Pandolfello 12/15/78

SIDE BAR MEMORANDUM/REOPENER PROVISION

SUPERIOR OFFICERS/P.B.A. LOCAL 51, HUDSON COUNTY POLICE
AND THE
COUNTY OF HUDSON

The parties to this Reopener Provision hereby expressly agree that the Collective Bargaining Agreement entered into by and between them for the period through June 30, 1980 shall automatically be reopened in the event that the Patrolmen in P.B.A. 51 receive, through Interest Arbitration before Mr. Stanley Aiges, any additional term and condition of employment benefit not already expressed in the Agreement between these parties. This automatic reopening shall be strictly limited to the improvement of the Agreement to reflect precisely and only those changes that would have been awarded by Interest Arbitrator Aiges. There shall be no other areas modified nor benefit increased. Specifically, if a higher dollar increase is found and determined by the Arbitrator, then that same exact dollar increase shall be applied to the Superior Officers. If the dollar increase is not altered over the duration of the Agreement but is simply the exact same rate increase and payout as this Agreement, then there shall be no reopening.

SUPERIOR OFFICERS/P.B.A. LOCAL
51, HUDSON COUNTY POLICE

COUNTY OF HUDSON

Joseph M. Jackson 12/15/78
Walter J. Randolph 12/15/78

Edward H. Enright